

BILL NO. R-97-04- / 4

RESOLUTION NO. 09-24-97

**A RESOLUTION APPROVING CERTAIN LEASE  
AGREEMENTS AT THE FORT WAYNE POLICE  
ACADEMY (1903 ST. MARY'S AVENUE).**

**WHEREAS**, the City of Fort Wayne Common Council passed Resolution R-06-94 which approved the transfer of a building located at 1903 St. Mary's Avenue to the City of Fort Wayne for the purpose of relocating the Fort Wayne Police Academy;

**WHEREAS**, the City of Fort Wayne desires to sublease 2,104 sf. of the Fort Wayne Police Academy to the Department of Natural Resources for 48 months at \$175.34 per month; and

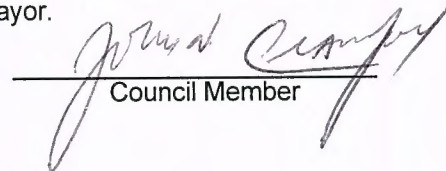
**WHEREAS**, the City of Fort Wayne desires to sublease 12,568 sf. of the Fort Wayne Police Academy to the United States Marine Corps for 60 months at \$1,047.33 per month; and

**WHEREAS**, said lease agreements require the approval of the Common Council of the City of Fort Wayne.

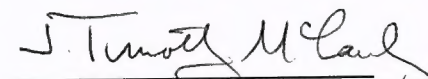
**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

**SECTION 1.** That said lease agreements between the City of Fort Wayne, Indiana, and the Department of Natural Resources and the United States Marine Corps, (Exhibits "A" and "B" respectively attached hereto and made a part hereof) are hereby approved by the Common Council of the City of Fort Wayne, Indiana.

**SECTION 2** That this Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

  
Council Member

APPROVED AS TO FORM  
AND LEGALITY

  
J. TIMOTHY MCCAULAY, CITY ATTORNEY

BILL NO. R-94-03-07

RESOLUTION NO. Q-06-94

A RESOLUTION APPROVING THE TRANSFER  
OF FEDERAL SURPLUS REAL ESTATE (U.S.  
NAVAL AND MARINE CORP RESERVE  
TRAINING FACILITY - 1903 ST. MARY'S  
AVENUE) FOR THE PURPOSE OF  
RELOCATING THE FORT WAYNE POLICE  
ACADEMY.

WHEREAS, certain real property owned by the  
United States, located in the County of Allen, State of  
Indiana, has been declared surplus and is subject to  
assignment for disposal for educational purposes by the  
Secretary of the U.S. Department of Education, under the  
provisions of section 203(k)(1) of the Federal Property  
and Administrative Services Act of 1949 (63 Stat. 377),  
as amended, and rules and regulations promulgated  
thereto, more particularly described as follows;

WHEREAS, the City of Fort Wayne, Indiana, Fort  
Wayne Police Academy needs and can utilize said property  
for educational purposes in accordance with the  
requirements of said Act and the rules and regulations  
promulgated thereunder of which this Board is fully  
informed, including commitments regarding use and time  
within which such use shall commence.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON  
COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the City of Fort Wayne,  
Indiana, Fort Wayne Police Academy, shall make  
application to the Secretary of the U.S. Department of  
Education for and secure the transfer to it of the above  
mentioned property for said used upon and subject to such  
exceptions, reservations, terms, covenants, agreements,  
conditions, and restrictions as the Secretary of the U.S.  
Department of Education or his authorized representative,  
may require in connection with the disposal of said  
property under said Act and the rules and regulations  
issued pursuant thereto; and



SECTION 2. That the City of Fort Wayne,  
Indiana, Fort Wayne Police Academy has legal authority,  
as willing and is in a position financially and otherwise  
to assume immediate care and maintenance of the property,  
and that Mayor Paul Helmke, Mayor of the City of Fort  
Wayne, Indiana, be and he is hereby authorized, for and  
on behalf of the City of Fort Wayne, Indiana, Fort Wayne  
Police Academy to do and perform any and all acts and  
things which may be necessary to carry out the foregoing  
resolution, including the preparing, making, and filing  
of plans, applications, reports, and other documents, the  
execution, acceptance, delivery, and recordations of  
agreements, deeds, and other instruments pertaining to  
the transfer of said property, and the payment of any and  
all sums necessary on accounts of the purchase price  
thereof; fees (including the service charge, if any,  
assessed by the State Agency for Surplus Property) or  
costs incurred in connection with the transfer of said  
property for surveys, title searches, appraisals,  
recordation of instruments, or escrow costs, together  
with any payments by virtue of nonuse or deferral of use  
of the property.

If the applicant is unable to place the  
property into use within the time limitations indicated  
below (or determines that a deferral of use should  
occur), it is understood that the City of Fort Wayne,  
Indiana, Fort Wayne Police Academy will pay to the  
Department for each month of nonuse beginning 12 months  
after the date of the deed, or 36 months where  
construction or major renovation is contemplated, the sum  
of 1/360 of the then market value for each month of  
nonuse.

If the application is approved, a copy of the  
application and standard deed conditions will be filed  
with the permanent minutes of the Board.

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SECTION 3. That this Ordinance shall be in

full force and effect from and after its passage and any  
and all necessary approval by the Mayor.

Clifton R. Edmonds  
Council Member

APPROVED AS TO FORM  
AND LEGALITY

J. Timothy McCaulay  
J. TIMOTHY MCCAULAY, CITY ATTORNEY



Read the first time in full and on motion by Crawford,  
and duly adopted, read the second time by title and referred to the Committee on Finance,  
(and the City Plan Commission for recommendation)  
and Public Hearing to be held after due legal notice, at the Common Council Conference  
Room 128, City-County Building, Fort Wayne, Indiana, on  
the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at  
o'clock \_\_\_\_\_ M., E.S.T.

DATED: 4-22-97

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Crawford  
and duly adopted, placed on its passage. PASSED  
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS	<u>✓</u>			
HALL	<u>✓</u>			
HAYHURST	<u>✓</u>			
HENRY	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			

DATED: 5-13-97

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,

as (ANNEXATION) \_\_\_\_\_ (APPROPRIATION) \_\_\_\_\_ (GENERAL) \_\_\_\_\_ (SPECIAL) \_\_\_\_\_

(ZONING) \_\_\_\_\_ ORDINANCE \_\_\_\_\_ RESOLUTION NO. B-24-97

on the 13th day of May, 19 97

ATTEST: Sandra E. Kennedy SEAL Thomas P. Helme  
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the  
14th day of May, 19 97  
at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day  
of May, 19 97, at the hour of 1:00  
o'clock P. M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR

**LEASE AGREEMENT**

THIS LEASE made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 1997, and effective July 02, 1996, by and between The City of Fort Wayne, an Indiana Municipal Corporation (hereinafter called "Lessor"), and Indiana Department of Administration on behalf of Indiana Department of Natural Resources, (hereinafter called "Lessee"),

**WITNESSETH THAT:**

WHEREAS, Lessor is the owner of a building in Fort Wayne, Allen County, Indiana, formerly known as the Naval Reserve Training Center; and

WHEREAS, Lessor desires Lessee to be one of the tenants in said building and Lessee desires to be a tenant in said center;

NOW, THEREFORE, in consideration of the premises and the agreement of the parties, Lessor hereby agrees to lease to Lessee said Leased Premises upon the terms and conditions set forth:

1. **LEASED PREMISES:** The leased premises consist of a unit designated as Number 2 (hereinafter called the Leased Premises) and outlined in red on the plat plans attached hereto, made a part hereof and marked Exhibit "A", said Leased Premises consisting of a two-story building having measurements between the outside of the front wall and rear walls, and the center of the interior walls so as to provide an area of approximately 2104 square feet, upon the real estate described in Exhibit "B", which is attached hereto and made a part hereof, which real estate is hereinafter called the "Fort Wayne Police Training Center" Lessor grants to Lessee non-exclusive easements on the areas marked on Exhibit "C" respectively for utility easements, parking, loading and unloading areas, driveways, landscaped areas and rights-of-way for access in the approximate sizes and locations set forth on Exhibit "B", all of which easements shall be for the benefit of all tenants of the Fort Wayne Police Training Center and each and all of them shall have like non-exclusive easements, and the terms, conditions and obligations with respect to said easements are in part specifically described hereinbelow.

2. **TERM OF LEASE.** The term of the lease shall be from July 2, 1996 through



June 30, 2000. The Lessor grants to lessee an option to renew this Lease for an additional term of four (4) years. The renewal agreement will be under the same terms and conditions as the existing agreement, with the rental payment not to exceed \$210.41 per month. Lessee may exercise the renewal option by submitting in writing to Lessor a notice of renewal, approved by the Department of Administration, at least sixty (60) days prior to the termination date of the Lease.

3. ACCEPTANCE OF DEED CONDITIONS.

Rights of Lessee under this lease are at all times subject to and subordinate to the terms and conditions of the deed conveying ownership of the property to the City of Fort Wayne. Lessee acknowledges receipt of a copy of such deed and conditions. A copy of said deed is attached hereto as Exhibit "D".

4. RENTS.

- (a) The total agreed rent for the entire term of this Lease shall not exceed the sum of \$8,416.32, payable in equal consecutive monthly installments of \$175.34. Rent shall be paid in arrears as described in paragraphs 4(b) and 4 (c).
- (b) The State shall pay the Lessor upon the timely submission of properly completed invoice vouchers to the Auditor of the State. An improperly completed invoice is a basis to delay payment until necessary corrections are completed. The Auditor of the State is the sole authority in determining whether an invoice is correctly completed. Instructions for the completion of invoices are available from the Auditor of the State. The correct completion of invoices is the sole responsibility of the Lessor. No invoice shall be paid for any month before the first day of the month following the month for which leased space was provided. Lessor must submit final claims for payment of rent within sixty (60) calendar days after the expiration date of this Lease or the State of Indiana may elect to deny payment.
- (c) If the term of this Lease does not begin on the first day of a calendar month, or if the Lease does not terminate or is not terminated on the last day of a calendar month, then the rent for any period less than a calendar month will be prorated based upon the number of days in the partial month for which the Lease is effective.
- (d) Payments shall be due within thirty five (35) days of receipt of each properly completed invoice. Lessee's failure to pay the full amount of each invoiced amount on or before the due date, shall be an event of default under this Lease, as hereinafter provided.
- (e) All sums payable to Lessor under this Lease shall be paid to Lessor at

(remainder of this page intentionally left blank)



Office of the Property Manager, One East Main Street; Fort Wayne Indiana 46802, or at such other place as Lessor may designate in writing from time to time.

- (f) All sums received by Lessor shall be applied first to rent due and unpaid, secondly to any late charges due and unpaid and finally to any other sums due hereunder.

5. TAXES, ASSESSMENTS AND INSURANCE. Lessor will pay all real property taxes, other assessments, and all insurance premiums required to be carried to fully insure Lessor's interest in the total leasehold property and premises.

6. LESSEE'S COVENANTS AND WARRANTIES. Lessee covenants and warrants to Lessor, all of which shall survive this Lease Agreement, the following.

- (a) Lessee shall use the Leased Premises for the purpose of operating an administrative and an educational facility.
- (b) During the term of this Lease Agreement, Lessee shall occupy the Leased Premises and shall conduct continuously in the Leased Premises the business above-stated. Lessee will not use, permit or suffer the use of the Leased Premises for any other business or purpose.
- (c) Lessee has inspected the Leased Premises and is satisfied with its physical condition. Lessee taking possession of the Leased Premises shall be conclusive evidence of receipt thereof in good order and repair; and Lessee acknowledges that neither Lessor nor any of its agents has made any representations as to the condition or state of repair of the Leased Premises or made any agreements or promises to repair and improve it either before or after the execution of this Lease, except as set forth herein. Any and all insurance proceeds resulting from this covenant shall be treated according to the terms of Lessor's deed and federal regulations.
- (d) Lessee will use the Leased Premises in a careful and proper manner, will not commit or permit waste thereon and will keep the Leased Premises in a neat, clean and sanitary condition.
- (e) Lessee shall not assign this lease, sublet the premises, or any part thereof, or permit the use or occupancy of any part of the premises, by anyone other than Lessee, its officers, agents or employees, without the prior consent of Lessor. The Lessor shall not unreasonably withhold its consent to allow assignment or subletting. However, the Indiana Department of Administration shall have the right to assign or sublet the premises to another Department or agency of State of Indiana for similar uses without the prior written approval of Lessor.
- (f) Lessee agrees not to suffer said term or any part thereof to be sold on execution or other legal process; agrees to pay or cause to be paid all bills for utility services to the Leased Premises, including, but not limited to, gas, water, sewage and electricity; and agrees to keep the Leased Premises free from all mechanics and other liens (except taxes and assessments levied and assessed against the Leased Premises and except liens resulting from any act or omission of Lessor).



- (g) **Except as otherwise provided in paragraph 5(i), Lessee shall surrender to Lessor at the expiration of the Lease peaceable possession of the Leased Premises in as good condition as they now are, the usual wear and tear and damage by fire and other casualty excepted, and, except as otherwise provided in paragraph 5, shall leave, at the expiration of the term, all erections, additions, fixtures and improvements made to the Leased Premises whether of a temporary or permanent character and excepting only trade fixtures owned by Lessee, which trade fixtures may be removed by Lessee.**
- (h) **During the term of this Lease Agreement, Lessee shall not use or permit the Leased Premises to be used in violation of, and shall comply promptly with, any law, ordinance, rule, regulation, order or requirement of any governmental authority relating to the use and occupancy of the Leased Premises. Lessee shall not use nor permit the Leased Premises to be used in any manner which creates a nuisance thereon.**
- (i) **Lessee may, without the prior written consent of Lessor, make minor interior alterations to the Leased Premises. Lessee shall make no structural alterations to the Leased Premises nor shall it make any alterations or changes in or cut any opening through the roof or exterior walls of the Leased Premises without Lessor's prior written consent. All alterations shall become part of the real estate and shall be the property of Lessor, provided however, that Lessor may, within 60 days prior to the termination of this Lease, require Lessee, by written notice to remove promptly any such additions and improvements installed by Lessee and require Lessee to repair all damage caused by such removal.**
- (j) **During the term of this Lease Agreement, Lessee shall keep and maintain the Leased Premises and all equipment and fixtures in good condition and repair, except:**
- (1) **The roof, the exterior walls (including windows and door frames and sash), the foundations, the structural portions, the down-spouts and gutters, and sidewalks, driveways and the parking lot.**
  - (2) **Lessee shall not be obligated for the maintenance, repair and replacement of the plumbing, electrical, heating, ventilating, air conditioning, or utility metering equipment in excess of a total sum of \$250.00 for any calendar year during the term of the Lease, unless such maintenance, repair and/or replacement is necessitated by Lessee's gross negligence. Lessee shall secure price estimates from the contractors called to make repairs and Lessee shall notify Lessor in advance when the above-mentioned repair costs are estimated to exceed the \$250.00 ceiling so that Lessor may, at its option, obtain bids from other contractors, or make the needed repairs itself.**
- (k) **Lessee shall not erect or install any sign on the exterior walls or roof of the Leased Premises without Lessor's prior approval of the design, style, shape and location of such sign, and Lessee shall, at the expiration of the Lease, remove all signs installed by it and repair all damage to the Leased Premises caused by such removal.**
- (l) **Lessee agrees to be responsible to the extent provided for by the Indiana Tort Claims Act I.C. 34-4-16.5, for the injury to or death of any person, or damage to any property of third persons occurring in connection with the use, occupancy, or condition of the Leased Premises, but excluding any injury, death or property damage occurring in the parking areas, driveways, sidewalks and**



however, that Lessee shall not be liable hereunder for any such injury, death or property damage arising out of any structural defect in the Leased Premises, or any failure of Lessor to perform its obligations under paragraph 7(a) below.

- (m) Lessee is not required to purchase public liability insurance as individuals who are injured due to the negligence of the state may be eligible for reimbursement for their damages pursuant to the Indiana Tort Claims Act, I.C. 34-4-16.5.
- (n) Lessor and its duly authorized agents and representatives shall have the right to inspect the Leased Premises at any reasonable time, to make any repairs which Lessee may be required to and has failed to make, and to exhibit the Leased Premises to prospective purchasers or tenants, upon the condition that Lessor does not unreasonably interfere with Lessee's operation of its business therein, and, to the extent that any repairs substantially interfere with Lessee's operation of its business therein, the rent shall be appropriately reduced.
- (o) Lessee represents that it is currently exempt from paying taxes upon its furnishings, fixtures, equipment and stock-in-trade during the term of this lease.
- (p) Lessee shall bear the risk of loss arising from interruption of business use.

**7. LESSOR'S Covenants AND WARRANTIES.**

- (a) Lessor will keep the roof, the exterior walls (including all window and door frames and sash), the foundations, the structural portions of the Leased Premises, and the down-spouts and gutters, electrical, plumbing and sewage systems located exterior to the Leased Premises, in good condition and repair; provided however, that there shall be no obligation on Lessor to make any repair to any of said portions of the Leased premises unless and until Lessor is notified in writing of leakage or other condition requiring repair and, after receipt of such notice, Lessor shall have a reasonable time in which to make such repair and shall not be liable for any damage resulting from the condition of any of said portions of the Leased Premises prior to the receipt of such notice and during the reasonable time thereafter which Lessor is allowed for the repair thereof. If Lessor fails so to repair, Lessee may make such repairs and credit the cost, together with interest thereon at the rate of 8 percent per annum from the date of payment therefor by Lessee, against the rent thereafter becoming due.
- (b) Lessor and Lessee are each exempt from payment of taxes.
- (c) Lessor shall procure and keep in force at its own expense, in financially strong companies and by policies of standard form, fire, windstorm and extended coverage insurance or maintain self insurance on all of the improvements located upon the Leased Premises, such insurance to be in an amount equal to the full insurable value thereof. If Lessee's use of the Leased Premises increases the insurance premiums above the level of those premiums in 1996, then Lessee will accept notice and an opportunity to cure the cause of the increase should it be due to Lessee's usage.
- (d) So long as Lessee is not in default under this Lease, Lessee shall be entitled



to peacefully possess, hold and enjoy the Leased Premises.

- (e) Lessor acknowledges and agrees that the premises and all facilities shall conform to applicable provisions of the Indiana State Fire and Building Codes, and applicable Municipal Fire and Building Codes.
- (f) Lessor further agrees to provide accessible parking and meet any other requirements for persons with disabilities in conformance with Local, State and Federal statutes and regulations including those current laws and regulations required by The Americans with Disabilities Act (ADA), 42 USC 101, 1990.

8. COMMON USE AREAS.

- (a) All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Lessor in or near the Fort Wayne Police Training Center, including employee parking areas, the driveway or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, comfort stations and other areas and improvements provided by Lessor for the general use, in common, of Lessee, its officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Lessor, subject to the provisions hereinafter set forth; and Lessor shall have the right, from time to time, to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this paragraph. Lessor shall construct, maintain and operate lighting facilities on all said areas and improvements; police the same; keep the same reasonably free from ice, snow, debris and other obstructions, and shall have the right to restrict parking by Lessee, its officers, agents and employees to employee parking areas, to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as Lessor shall, in its sole discretion, using good business judgment, determine to be advisable for the improvements, convenience and the use thereof by Lessee, its officers, agents, employees and customers. Lessor will operate and maintain the common facilities referred to above in such manner as shall be reasonably calculated to facilitate the effective and convenient operation by Lessee and other Lessees of their respective businesses; and for this purpose, Lessor will notify Lessee of any and all proposed rules, regulations and maintenance or revisions thereof. All common areas and facilities not within the Leased premises, which Lessee may be permitted to use and occupy, are to be used and occupied without interruption during the term of this Lease and all renewals and extensions thereof, and if the amount of such areas be diminished, Lessor shall not be subject to any liability nor shall Lessee be entitled to any compensation or diminution or abatement of rent, nor shall diminution of such areas be deemed constructive or actual eviction.
- (b) The parking areas, driveways and loading and unloading areas shall be paved and parking spaces shall be marked thereon. Lessor shall erect signs to control the use of the paved parking area and driveways for the purpose of limiting parking time as necessary and for the purpose of directing the flow of traffic.

9. COST OF MAINTENANCE OF COMMON USE AREAS.

- (a) In each Lease year, subject to the approval of the United States Department of Education, Lessee shall pay to Lessor, in addition to the rentals specified in paragraph 4 hereof, as further additional rent, 4.5% of the Fort Wayne Police Training Center's total operating costs, hereinafter defined, based upon the ratio

of the square feet of the Leased Premises to the total square feet of all the building space in the Fort Wayne Police Training Center, as per the final plot plan for the Fort Wayne Police Training Center, which the Leased Premises shall be a part thereof. Provided, however, that Lessee's percentage of operating costs shall not exceed \$202.00 per month.

- (b) For the purpose of this section, the Fort Wayne Police Training Center's "operating cost" means the total cost and expense incurred in operating and maintaining the common facilities, hereinafter defined, actually used or available for use by Lessee and the employees, agents, servants, customers and other invitees of Lessee, excluding only items and expenses commonly known and designated as carrying charges, but specifically including, but not limited to, the cost of lighting, clean up, removal of snow, sweeping, striping, routine parking lot maintenance, trash, rubbish, garbage and other refuse and the cost of personnel to implement such services. "Common facilities" means all areas, space, equipment and special services provided by Lessor for the common or joint use and benefit of the occupants of the Fort Wayne Police Training Center, their employees, agents, servants, customers and other invitees, including, without limitation, parking areas, entryways, driveways, truck serviceways and pedestrian sidewalks.
- (c) From time to time during each Lease year, Lessor shall compute the actual amount of Lessee's share of the additional rent provided to be paid in this paragraph. Lessor shall provide notice of the amount due, which shall be payable as part of the monthly fixed rent next falling due after such notice, subject to the approval of the United States Department of Education.

10. CONDEMNATION. In the event the Leased Premises are wholly condemned by any governmental authority, then this Lease may, at the option of either party, be forthwith terminated by notice to the other party. In the event the Leased Premises, or another part of the Fort Wayne Police Training Center, shall be partially condemned, reducing the square footage of the Leased Premises to less than 80 percent of the current square footage thereof (exterior measurements) and/or reducing the square footage of the parking and driveway area of the original Fort Wayne Police Training Center to less than 80 percent of the current square footage thereof, the Lessee shall have the option of terminating this Lease or electing to remain in that portion of the Leased Premises which has not been so taken; but, if any portion of the Leased Premises has been partially condemned, the rent shall be reduced proportionately on the basis of the proportion which the gross floor area of the condemned portion of the Leased Premises bears to the total gross floor area of the Leased Premises before condemnation. In the event of such partial condemnation, no provision of the Lease shall be considered as a bar to, or waiver of, any claim of Lessee against the condemning



authority for damages resulting from such partial condemnation.

**11. CASUALTY DAMAGE.**

- (a) In the event the Leased Premises shall be damaged by fire, explosion, windstorm or any other casualty, and there is not an equivalent amount of damage or destruction to the remaining buildings in the Fort Wayne Police Training Center, Lessor shall repair such damage and put the Leased Premises in as good condition as existed prior to such damage as rapidly as reasonably possible and Lessee shall be entitled to an equitable abatement of the rent until such damage has been repaired.
- (b) In the event the Leased Premise shall be damaged or destroyed by fire, explosion, windstorm or any other casualty to the extent that more than 50 percent of the Leased Premises shall have been destroyed and there shall be an equivalent amount of damage or destruction of the remaining buildings in the Fort Wayne Police Training Center, Lessor shall be under no obligation to rebuild, and this Lease may be cancelled by it at any time by notice, in writing, within 30 days after the date of such loss.
- (c) In the event that more than 50 percent of the then value of the other buildings in the Fort Wayne Police Training Center shall be destroyed by fire, explosion, windstorm or any other casualty and Lessor shall not elect to repair that damage, then Lessee, even though there shall be no damage to the Leased Premises, shall have the right, within 30 days after the date of such loss, to give written notice of the termination of this Lease.
- (d) Notwithstanding any other provisions of this paragraph 11, if, during this Lease term or any renewal or extension hereof, the extent of the damage from a casualty loss shall equal or exceed 50 percent of the then value of the Leased Premises, Lessor may, at its election, upon written notice to Lessee given within 30 days after such damage, terminate this Lease as of the date of such damage.

**12. LESSEE'S DEFAULT.**

- (a) Time is of the essence.
- (b) A default by Lessee will have occurred under this Lease if Lessee:
  - (1) fails to pay the full amount of any installment of rent on or before the date when it is due and payable, or
  - (2) Lessee defaults in the performance of any other term or condition hereof and such default is not cured within 30 days after written notice from Lessor, setting forth the nature of such default.
- (c) Upon the happening of any such event and in the further event Lessee fails to cure the act of default within thirty (30) days after the issuance of notice so to do, and without any entry or other act by Lessor, this Lease shall expire, ipso facto, cease and terminate with the same force and effect as if the date of the happening of any such event were the date herein fixed for the expiration of the term of the Leased Premises.
- (d) It is further agreed that, in the event of the termination of this Lease by the

happening of any such event, Lessee will continue to be responsible for each month's rent as it becomes due and payable until such time as the leased premises are leased to a new tenant. Lessor agrees to exercise due diligence to locate a new lessor for the leased premises.

- (e) The provisions of this paragraph of this Lease shall be without prejudice to Lessor's right to prove, in full, damages for rent accrued prior to the termination of this Lease, but not paid.
- (f) This provision of this Lease shall be without prejudice to any rights given to Lessor by any pertinent statute to prove any amounts allowed thereby.
- (g) No right or remedy shall be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given by this Lease now or hereinafter existing at law or in equity.
- (h) In addition to any remedies given Lessor by any provisions of this Lease, Lessor shall be entitled, to the extent permitted by law, to injunctive relief in the case of any violation, or attempted or threatened violation, of any of the covenants, agreements or provisions of this Lease.

13. **LESSOR'S DEFAULT.** Lessor shall not be in default in the performance of any of its obligations under this Lease, unless and until it shall have failed to perform any such obligations within 30 days after Lessee has given Lessor written notice specifying the obligation Lessor has failed to perform.

14. **HOLDOVER.** Should Lessee remain in possession of the Leased Premises with the consent of Lessor after the termination of the term herein granted, then the tenancy thereby created shall be a tenancy from month to month, but otherwise subject to all of the terms and provisions of this Lease, and the rental under such monthly tenancy shall be the amount per month required to be paid under the terms of this Lease.

15. **MISCELLANEOUS PROVISIONS.** No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either Lessor or Lessee shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, or remedy.

16. **NOTICE.** When any notice is required or permitted by this Lease, it may be given either in person or by written notice, mailed by certified mail, return receipt requested, to the proper party at the address shown below, or at such other address as may be



designated by written notice hereunder.

**Lessor: Board of Public Works  
City County Building  
One East Main Street  
Fort Wayne, IN 46802**

**Lessee: Director, Division of Law Enforcement  
Department of Natural Resources  
402 W Washington Street  
Room W255  
Indianapolis, IN 46204**

**Commissioner of Administration  
Department of Administration  
402 W. Washington Street  
Room W479  
Indianapolis, IN 46204**

17. **RELATIONSHIP OF THE PARTIES.** This Lease is intended by the parties to create only the relationship of Lessor and Lessee between them. It is not intended and shall not be construed to give any right to any third party or to create the relationship of principal and agent or to create a partnership, joint venture or other association between Lessor and Lessee.

18. **NON-DISCRIMINATION CLAUSE.** Pursuant to Indiana Code 22-9-1-10 and civil Rights Act of 1964, Lessor and Lessee shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Lease.

19. **MEMORANDUM OF LEASE.** Upon request by Lessee, a Memorandum of Lease in recordable form shall be executed by both parties and recorded in conformance with the laws of the State of Indiana. (To be recorded in the County of the Leased Property).

20. **CONFLICT OF INTEREST.**

(a) **As used in this section: "Immediate family" means the spouse and the unemancipated children of an individual.**

**"Interested party" means:**

1. **The individual executing this Lease;**
2. **An individual who has an interest of three percent (3%) or more of Lessor, if Lessor is not an individual; or**
3. **Any member of the immediate family of an individual specified under**

subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

- (b) The Department may cancel this Lease without recourse by Lessor if any interested party is an employee of the State of Indiana.
- (c) The Department will not exercise its right of cancellation under section B above if Lessor gives the department an opinion by the Commission indicating that the existence of this Lease and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Lease consistent with an opinion of the Commission obtained under this section.
- (d) Lessor has an affirmative obligation under this Lease to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts which Lessor knows or reasonable could know.

21. INDIANA LAW. This Lease shall be interpreted in accordance with and be governed by the laws of the State of Indiana.

22. CANCELLATION. If the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of this Lease, the Lease shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

23. MODIFICATION OF LEASE. This Lease may be modified at any time upon written agreement signed by Lessor and all necessary signatories of the State of Indiana.

24. SAVINGS CLAUSE. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

25. SUCCESSORS AND ASSIGNS. This Lease, and each and every right and obligation under it, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

26. TRANSFER OF LESSOR'S INTEREST. In the event of any transfer of Lessor's interest in the premises, the transferor shall be relieved of any and all obligations and liabilities on the part of Lessor accruing from and after the date of such transfer.



27. DELAYS. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Lessee from prompt payment of rent, additional rent or any other payments required by the terms of this Lease.

28. MAINTAINING A DRUG FREE WORK PLACE.

(a) Lessor, for itself, agents and representatives (herein after referred to as "Lessor") hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement, a drug-free work place, and that it will give written notice to the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the Lessor its agents or representatives has been convicted of a criminal drug violation occurring in the Lessor's work place.

(b) In addition to the provisions of subparagraph (a) above, if the total rent for the Lease term set forth in this Agreement is in excess of \$25,000.00, the Lessor hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Work place certification executed by the Lessor in conjunction with this Agreement and which is appended as an Attachment hereto.

(c) It is further expressly agreed that the failure of the Lessor to, in good faith, comply with the terms of subparagraph (a) above, or falsifying or otherwise violating the terms of the certification referenced in subparagraph (b) above shall constitute a material breach of this Agreement, and shall entitle the State to impose sanctions against the Lessor, its agents and representatives including, but not limited to, suspension of Lease payments, termination of this Agreement and/or debarment of the Lessor from doing further business with the State for up to three (3) years.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed effective on the day and year first set forth above.

LESSOR: City of Fort Wayne

By:

Paul Helmke  
Paul Helmke, Mayor

Attest:

Sandra Kennedy  
Sandra Kennedy, Clerk

BOARD OF WORKS

By:

Linda Buskirk  
Linda Buskirk, Director

C. James Owen  
C. James Owen, Member

Terrance P. McCaffrey  
Terrance P. McCaffrey, Member

ATTEST:

Patricia Crick  
Patricia Crick, Clerk

LESSEE:

Patricia R. Rabala

DATE:

12-18-96

The Department of Administration

William Shrewsberry  
William Shrewsberry, Commissioner

DATE:

12-26-96

State Budget Agency

Henry Vincent Harrington  
for Katherine Lyons Davis, Director

DATE:

1/7/97

Approved as to form and legality:

Emily S. Posto  
Jeffrey A. Modisett  
Attorney General of Indiana

DATE:

2-18-97

APPROVED:

Beth Koch  
Frank L. O'Bannon  
Governor of Indiana

DATE:

2-21-97



STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, a Notary Public, in and for said County and State this 15 day of June, 1996, personally appeared \* as of Fort Wayne, and acknowledged the execution of the foregoing Lease Agreement to be its voluntary act and deed.

\*Paul Helmke, Mayor, Sandra Kennedy, Clerk, Linda Buskirk, C. James Owen & Terrance P. McCaffrey, Members, Board of Public Works, Fort Wayne IN  
Witness my hand and Notarial Seal.

(SEAL)

My Commission Expires: \_\_\_\_\_

[Signature], Notary Public  
A Resident of Allen County, IN

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, a Notary Public, in and for said County and State this 18 day of 1996, personally appeared PCB and acknowledged the execution of the foregoing Lease Agreement to be her voluntary act and deed.

Witness my hand and Notarial Seal.

(SEAL)

My Commission Expires: \_\_\_\_\_

4/97

Margaret L. Trick, Notary Public  
A Resident of Allen County, IN

Prepared by R. David Boyer, Attorney at Law, 300 Metro Building Fort Wayne, Indiana 46802.

F:\RDB\CITYDNR.LSE

# EXHIBIT A - BUILDING PLAN

NO	DESCRIPTION	USER	AREA
1	TRAINING - ACT. DUTY ADMIN.	M	74B
2	ET SUOT	M	74B
3	SUPPLY - ACT. DUTY ADMIN.	M	275
4	MEDICAL OFFICE	M	170
5	MEDICAL OFFICE	M	264
6	ACTIVE DUTY ADMIN.	M	436
7	ACTIVE DUTY ADMIN. (T.E.)	M	292
8	ACTIVE DUTY ADMIN.	M	748
9	STORAGE	M	748
10	SHOWER CLOSET	T	240
11	HEAD - MALE	T	264
12	SHOWER - MALE	T	239
13	LOCKER - MALE	M	772
14	SHOWER - MALE	T	65
15	HEAD - MALE	T	748
16	ACTIVE DUTY ADMIN.	M	490
17	RECORD	M	96
18	ACT. DUTY ADMIN./RESEARCH	N	286
19	ACTIVE DUTY ADMIN.	N	462
20	ACTIVE DUTY ADMIN.	N	230
21	ACTIVE DUTY ADMIN.	N	204
22	RESEARCH	N	108
23	ACTIVE DUTY ADMIN.(C.M.C.)	N	143
24	RESEARCH	N	110
25	RESEARCH	N	187
26	DR. OFFICE	N	54
27	HEAD (C.O.)	T	54
28	HEAD - FEMALE	N	108
29	ACTIVE DUTY ADMIN.	N	92
30	DR. OFFICE	N	146
31	RESEARCH	N	137
32	RESEARCH	N	323
33	HEAD - MALE	T	20
34	MEDICAL STORAGE	N	308
35	UNIT ADMIN. CO.	N	342
36	MESS DECK	N	304
37	C.P.O./V CLASS BISS	N	50
38	STORAGE	N	36
39	MEDICAL - BOLLER	N	105
40	STORAGE - TILLS	N	80
41	STORAGE - REC. SERVICES	N	343
42	UNIT ADMIN.	N	94
43	STORAGE - TRAINING AIDS	N	748
44	UNIT ADMIN. - General (Nursing)	N	258
45	HEAD - FEMALE	T	748
46	CIC	T	365
47	LOCKER - MALE	T	441
48	HEAD - MALE	T	181
49	STORAGE	N	332
50	LOCKER - MALE	T	242
51	D.C. LOCKER - MALE	N	

NO.	DESCRIPTION	USER	AREA
52	ACT. DUTY ADMIN. (C.O.)	N	396
53	CONFERENCE ROOM	N	352
54	ACT. DUTY ADMIN.	N	748
55	ACT. DUTY ADMIN.	N	352
56	LIBRARY - TULLY CENTER	N	494
57	CLASS ROOM	N	748
58	ACT. DUTY - (Supply)	N	176
59	CLASS ROOM	N	417
60	CLASS ROOM	N	379
61	CLASS ROOM	N	427
62	CLASS ROOM	N	379
63	UNIT ADMIN. (C.B.)	N	991
64	STORAGE - CTR.	N	374
65	COMPENSARY SHOP	N	748
66	HEAD - FEMALE	T	224
67	SHOWER CLOSET	T	32
68	HEAD - MALE	T	748
69	HEAD - MALE	T	25
70	CREW LOUNGE	N	1019
71	STORAGE	M	1188
72	STORAGE	M	1198
73	WALKWAY ROOM	T	133
74	WALKWAY ROOM	T	766
75	BALCONY STAIR	T	133
76	DECK DECK	T	4752
80	STORAGE FACILITIES	N	1575
91	VME	M	330
92	VME	M	714
93	STORAGE	N	60
94	STORAGE	M	136
95	STORAGE	M	60
96	HEAD - MALE	M	25
97	VME	M	256
98	VME	M	1552
99	STORAGE	N	262
100	STORAGE	N	535
101	STORAGE	N	252

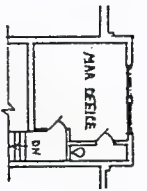
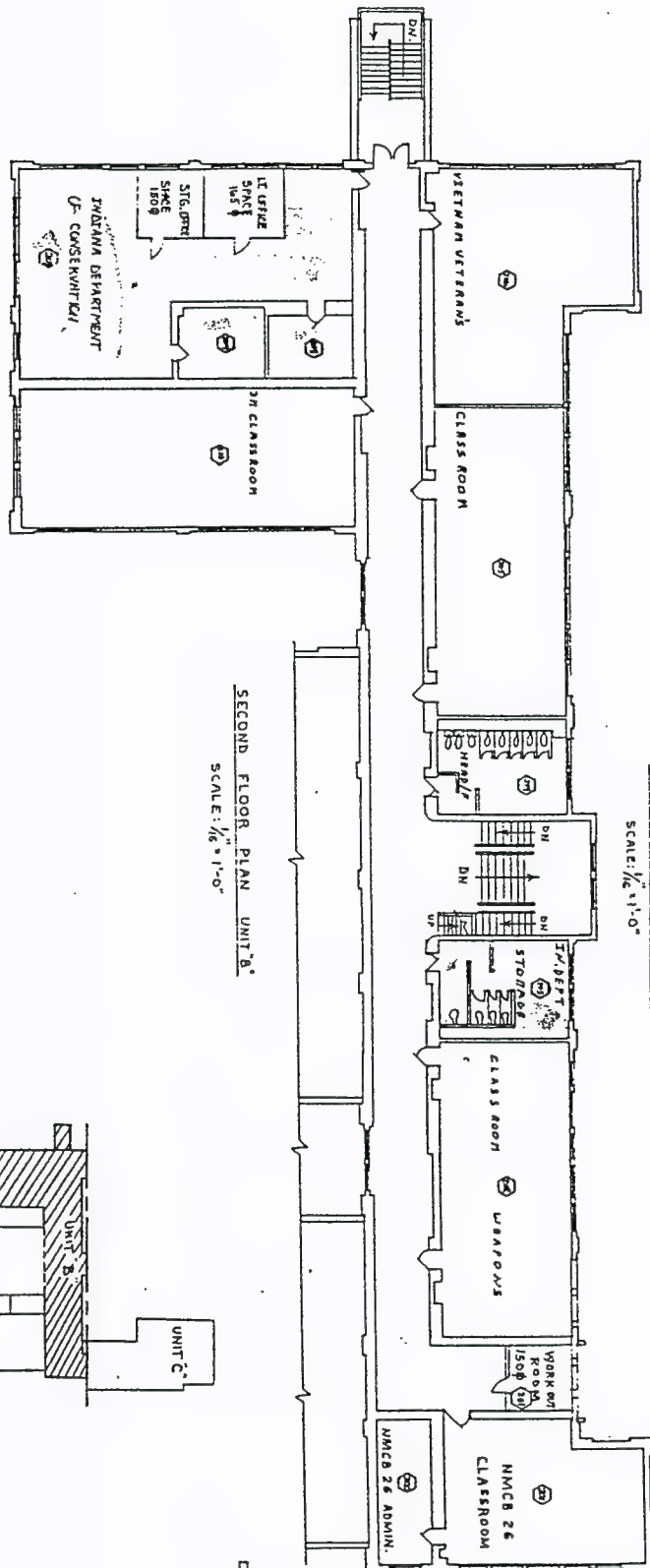
NO.	DESCRIPTION	USER	AREA
101	CLASS ROOM (O.C.)	N	996
102	CLASS ROOM - WEAPONS	N	1116
103	CLASS ROOM - WEAPONS	N	224
104	CLASS ROOM - WEAPONS	T	214
105	CLASS ROOM - WEAPONS	N	1116
106	CLASS ROOM - WEAPONS	N	993
107	CLASS ROOM - WEAPONS	N	1600
108	CLASS ROOM - WEAPONS	N	140
109	CLASS ROOM - WEAPONS	T	1174
110	CLASS ROOM - WEAPONS	T	430
111	CLASS ROOM - WEAPONS	T	
112	CLASS ROOM - WEAPONS	T	
113	CLASS ROOM - WEAPONS	T	
114	CLASS ROOM - WEAPONS	T	
115	CLASS ROOM - WEAPONS	T	
116	CLASS ROOM - WEAPONS	T	
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124	CLASS ROOM - WEAPONS	T	
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130	CLASS ROOM - WEAPONS	T	
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145	CLASS ROOM - WEAPONS	T	
146	CLASS ROOM - WEAPONS	T	
147	CLASS ROOM - WEAPONS	T	
148	CLASS ROOM - WEAPONS	T	
149	CLASS ROOM - WEAPONS	T	
150	CLASS ROOM - WEAPONS	T	

BFP ACTIVITY DATA  
 DATE OF CONSTRUCTION 1971  
 DATE OF ADD/RENOV 1977  
 OWNERSHIP NAVAIR  
 HOST NAVAIR  
 LEASE (TO NAVY) NAVAIR  
 NUMBER NAVAIR  
 ANNUAL COST NAVAIR  
 RENEWAL DATE NAVAIR  
 EXPIRATION DATE (ANNUAL) NAVAIR  
 TENANTS SHOWING Dept. of Construction, Vietnam Veterans, Naval Sea Cadets  
 GROSS AREA (SF) 75,000  
 NET AREA SPACE TOTAL (SF) 44,777  
 JOINT USE 13,360  
 NAVY EXCL. USE 17,949  
 MARINES EXCL. USE 14,034  
 SHOWING Dept. of Construction 1,110  
 Vietnam Veterans 983  
 Naval Sea Cadets 773

SYMBOL		DESCRIPTION	BY	DATE	APPROVAL
FROM DRAWING NO. _____ COPIED FROM: _____ DRAWN: R-28 CHECKED: _____ APPROVED: _____					
REVISIONS		NAVAL RESERVE RESEARCH COMMAND REGION THIRTEEN FACILITIES PLANNING AND MAINTENANCE NAVAL BASE, _____ NAVYARCREGSEN FORT WAYNE, IN SPACE ALLOCATION ROOM SCHEDULE			
DATE: 05 AUG 1997		SHEET 7 OF 7		SCALE: _____	



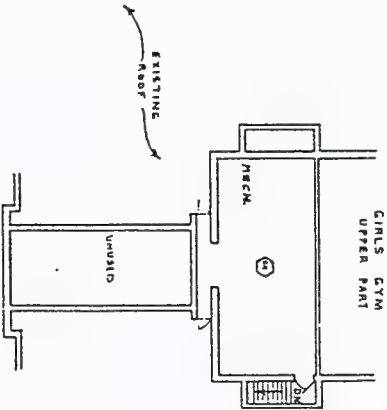
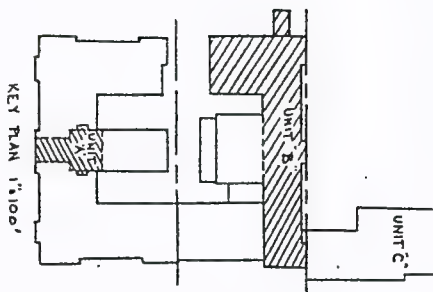
# EXHIBIT A - BUILDING PLAN



FOURTH ADDITION



SECOND FLOOR PLAN UNIT "B"  
SCALE: 1/8" = 1'-0"



SYMBOL	DESCRIPTION	BY	DATE	APPROVAL

F.P.M. DRAWING NO.

COPIED FROM:

NAVMARCORSCEN

NAVAL RESERVE READERS COMMAND ROOM THIRTEEN  
FACILITIES PLANNING AND MAINTENANCE  
NAVAL BASE, GREAT LAKES, ILLINOIS  
FORT WAYNE, IN.

SPACE ALLOCATION

DRAWN: DMI KURLAND

CHECKED:

APPROVED:

DATE:

15 AUG 1991

SCALE: 1/8" = 1'-0"

SHEET 6 OF 7

## EXHIBIT B

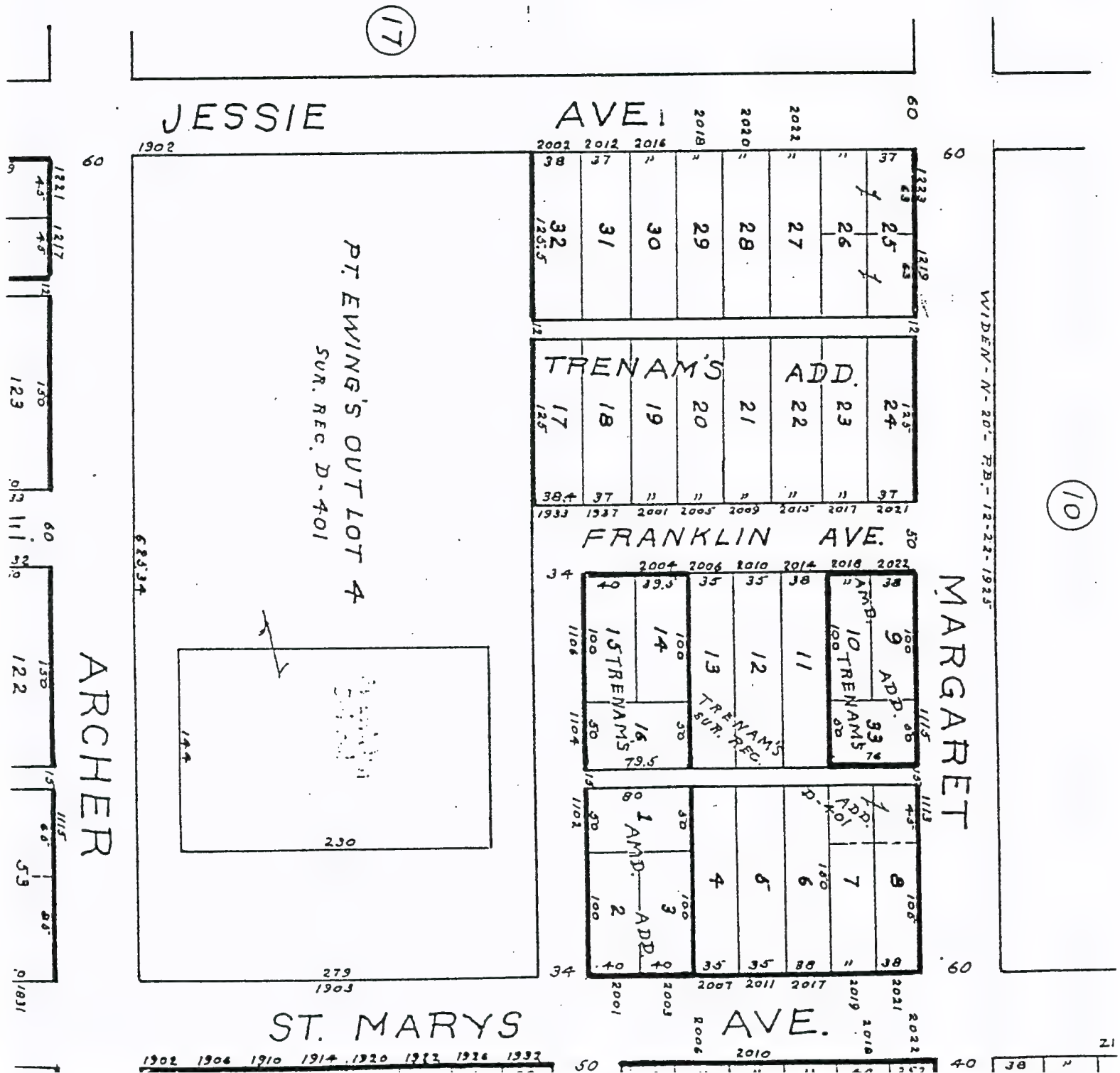
### LEGAL DESCRIPTION

The South 1/2 of Subdivision numbered 4 of the East 1/2 of the Southeast 1/4 of Section No. 34, Township 31 North, Range 12 East in Allen County, Indiana as laid out by the Commissioners in the Partition suit of Ewing vs. Ewing et al in the Circuit Court of Allen County, Indiana in December 1863, according to the plat thereof, recorded in Deed Record 31, page 404, in the Office of the Recorder of said County.



# EXHIBIT C

## SITE PLAN WITH PARKING AREAS



12.000

Siti - Hall

ARCHER FIMB.

From 11/11/11 to 11/15/11.

[illegible]

# CHILDREN AVIATION

REF ID: A116

[illegible]

5. Air into  
with 1 of 7



LEASE AGREEMENT

THIS LEASE made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 1996, and effective the First day of July, 1996, by and between The City of Fort Wayne, an Indiana Municipal Corporation (hereinafter called "Lessor"), and United States of America, acting by and through the Department of the Navy, for and on behalf of the United States Marine Corps, (hereinafter called "Lessee"),

## WITNESSETH THAT:

WHEREAS, Lessor is the owner of a building in Fort Wayne, Allen County, Indiana, formerly known as the Naval Reserve Training Center; and

WHEREAS, Lessor desires Lessee to be one of the tenants in said building and Lessee desires to be a tenant in said center;

NOW, THEREFORE, in consideration of the premises and the agreement of the parties, Lessor hereby agrees to lease to Lessee said Leased Premises upon the terms and conditions set forth:

1. LEASED PREMISES: The leased premises consist of a unit designated as Number 2 (hereinafter called the Leased Premises) and outlined in red on the plat plans attached hereto, made a part hereof and marked Exhibit "A", said Leased Premises consisting of a two-story building having measurements between the outside of the front wall and rear walls, and the center of the interior walls so as to provide an area of approximately 12,568 square feet, upon the real estate described in Exhibit "B", which is attached hereto and made a part hereof, which real estate is hereinafter called the "Fort Wayne Police Training Center". Lessor grants to Lessee an exclusive easement for parking military vehicles in there, so designated on Exhibit "C". Lessor grants to Lessee non exclusive easements on and over the areas marked on Exhibit "C" for utility easements, non military vehicle parking and unloading, driveways, landscaped areas and rights of way for access all of which non exclusive easements shall be for the benefit of all tenants of the Fort Wayne Police Training Center.

2. TERM OF LEASE. The term of the lease shall be from July 1, 1996 through June 30, 2001 with an option to renew the lease for one additional period of five (5) years. Lessee shall however have the right to cancel this lease at any time upon ninety (90) days notice.

3. ACCEPTANCE OF DEED CONDITIONS.

Rights of Lessee under this lease are at all times subject to and subordinate to the terms and conditions of the deed conveying ownership of the property to the City of Fort Wayne, which deed is dated the \_\_\_\_ day of \_\_\_\_\_, 1996, and recorded as Document Number \_\_\_\_\_ in the office of the Allen County Recorder. Lessee acknowledges receipt of a copy of such deed and conditions.

4. RENTS.

- (a) Lessee shall pay Lessor total rent in the sum of \$62,840.00 payable as follows: From July 1, 1996 through June 30, 2001, monthly rental payments in the sum of \$1047.33 payable in arrears with the first installment being due and payable for July 1996 on the 1st day of August, 1996. Subsequent installments shall be paid on the same day of each month thereafter during the lease term.
- (b) Lessee's failure to pay the full amount of any installment on or before the due date shall be an event of default under this Lease, as hereinafter provided.

- (c) All sums payable to Lessor under this Lease shall be paid to Lessor at Office of the Property manager, One East Main Street; Fort Wayne Indiana 46802, or at such other place as Lessor may designate in writing from time to time.
- (d) All sums received by Lessor shall be applied first to rent due and unpaid hereunder.

5. TAXES, ASSESSMENTS AND INSURANCE. Lessor will pay all real property taxes, other assessments, and all insurance premiums required to be carried to fully insure Lessor's interest in the total leasehold property and premises.

6. LESSEE'S COVENANTS AND WARRANTIES. Lessee covenants and warrants to Lessor, all of which shall survive this Lease Agreement, the following.

- (a) Lessee shall use the Leased Premises solely for the purpose of operating an educational facility .
- (b) Lessee shall occupy the Leased Premises and shall conduct continuously in the Leased Premises the business above-stated. Lessee will not use, permit or suffer the use of the Leased Premises for any other business or purpose.
- (c) Lessee has inspected the Leased Premises and is satisfied with its physical condition. Lessee taking possession of the Leased Premises shall be conclusive evidence of receipt thereof in good order and repair; and Lessee acknowledges that neither Lessor nor any of its agents has made any representations as to the condition or state of repair of the Leased Premises or made any agreements or promises to repair and improve it either before or after the execution of this Lease, except as set forth herein. Any and all insurance proceeds resulting from this covenant shall be treated according to the terms of Lessor's deed and federal regulations.
- (d) Lessee will use the Leased Premises in a careful and proper manner, will not commit or permit waste thereon and will keep the Leased Premises in a neat, clean and sanitary condition.
- (e) Lessee may not assign this Lease, Lessee's interest therein, or any part of the term covered hereby, and Lessee will not sublease the Leased Premises, Lessee's interest therein or any part thereof.
- (f) Lessee agrees not to suffer said term or any part thereof to be sold on execution or other legal process; agrees to pay or cause to be paid all bills for utility services to the Leased Premises, including, but not limited to, gas, water, sewage and electricity; and agrees to keep the Leased Premises free from all mechanics and other liens (except taxes and assessments levied and assessed against the Leased Premises and except liens resulting from any act of omission of Lessor).
- (g) Except as otherwise provided in paragraph 6(i), Lessee shall surrender to Lessor at the expiration of the Lease peaceable possession of the Leased Premises in as good condition as they now are, the usual wear and tear and damage by fire and other casualty excepted, and, except as otherwise provided in paragraph 6(i), shall leave, at the expiration of the term, all erections, additions, fixtures and improvements made to the Leased Premises whether of a temporary or permanent character and excepting only trade fixtures owned by Lessee, which trade fixtures may be removed by Lessee.
- (h) Lessee shall not use or permit the Leased Premises to be used in violation of, and shall comply promptly with, any applicable law, ordinance, rule, regulation, order or requirement of any governmental authority relating to the use and occupancy of the Leased Premises. Lessee shall not use nor permit the Leased Premises to be used in any manner which creates a nuisance thereon.
- (i) Lessee may, without the prior written consent of Lessor, make minor interior alterations to the Leased Premises. Lessee shall make no structural alternations to the Leased Premises nor shall it make any alternations or changes in or cut any opening through the roof or exterior walls of the Leased Premises without Lessor's prior written consent. The Lessor's consent shall classify the approved additions or alterations as either temporary or permanent. For temporary additions or alterations, upon termination of the lease or by revocation or surrender of any sublease, to the extent directed by Lessor, Lessee shall, at the option of and at no expense to the Lessor either:

Promptly remove all alterations, additions, betterments, and improvements made or installed and restore the Premises to the same or as good



condition as existed on the date of entry under this lease, reasonable wear and tear excepted; or

Abandon such additions or alterations in place, at which time title to said alterations, improvements, and additions shall vest in Lessor. Provided in either event all personal property and trade fixtures of Lessee or any third person may be removed and Lessee shall repair any damages to the leased premises resulting from such removal.

For permanent additions or alterations, at Lessee's option and at no cost to the Lessor either promptly remove all additions, alterations, betterments, and improvements as stated above or abandon such additions or alterations in place as provided above.

- (j) Lessee shall keep and maintain the Leased Premises and all equipment and fixtures in good condition and repair, except:
  - (1) The roof, the exterior walls (including windows and door frames and sash), the foundations, the structural portions, the down-spouts and gutters, and sidewalks, driveways and the parking lot.
  - (2) Lessee shall not be obligated for the maintenance, repair and replacement of the plumbing, electrical, heating, ventilating, air conditioning, or utility metering equipment in excess of a total sum of \$250.00 for any calendar year during the term of the Lease, unless such maintenance, repair and/or replacement is necessitated by Lessee's gross negligence. Lessee shall secure price estimates from the contractors called to make repairs and Lessee shall notify Lessor in advance when the above-mentioned repair costs are estimated to exceed the \$250.00 ceiling so that Lessor may, at its option, obtain bids from other contractors, or make the needed repairs itself.
- (k) Lessee shall not erect or install any sign on the exterior walls or roof of the Leased Premises without Lessor's prior approval of the design, style, shape and location of such sign, and Lessee shall, at the expiration of the Lease, remove all signs installed by it and repair all damage to the Leased Premises caused by such removal.
- (l) To the extent allowed under the Federal Torts Claim Act and subject to the availability of funds, Lessee shall be liable for the injury to or death of any person, or damage to any property of third persons occurring in connection with Lessee's use, occupancy, or condition of the Leased Premises, but excluding any injury, death or property damage occurring in the parking areas, driveways, sidewalks and other locations outside of the building on the Leased Premises; provided however, that Lessee shall not be liable hereunder for any such injury, death or property damage arising out of any structural defect in the Leased Premises, or any failure of Lessor to perform its obligations under paragraph 7(a) below.
- (m) Lessor and its duly authorized agents and representatives shall have the right to inspect the Leased Premises with reasonable prior notice (at least 24 hours in advance), to make any repairs which Lessee may be required to and has failed to make, and to exhibit the Leased Premises to prospective purchasers or tenants, upon the condition that Lessor does not unreasonably interfere with Lessee's operation of its business therein, and, to the extent that any repairs substantially interfere with the conduct of Lessee's business, the rent shall be appropriately reduced.

#### 7. LESSOR'S COVENANTS AND WARRANTIES.

- (a) Lessor will keep the roof, heating, ventilating, and air-conditioning systems, the exterior walls (including all window and door frames and sash), the foundations, the structural portions of the Leased Premises, and the down-spouts and gutters, electrical, plumbing and sewage systems located exterior to the Leased Premises, in good condition and repair; provided however, that there shall be no obligation on Lessor to make any repair to any of said portions of the Leased premises unless and until Lessor is notified in writing of leakage or other condition requiring repair and, after receipt of such notice, Lessor shall have a reasonable time in which to make such repair. Lessor shall not be liable for any damage resulting from a condition at any of said portions of the leased premises for which Lessee has knowledge of and fails to give Lessor notice of within a reasonable time after obtaining knowledge thereof. If Lessor fails so to repair, Lessee may make such repairs and procure interim operating services and credit the cost, together with interest thereon at the rate of 8 percent per annum from the date of payment therefor by Lessee, against the rent thereafter becoming due.

- (b) Lessor shall pay all taxes and assessments levied against the real estate, and the improvements thereon, described in Exhibit "B" attached hereto.
- (c) Lessor shall procure and keep in force at its own expense, in financially strong companies and by policies of standard form, fire, windstorm and extended coverage insurance on all of the improvements located upon the Leased Premises, or maintain self insurance such insurance or self insurance to be in an amount equal to the full insurable value thereof.
- (d) Lessor waives all right of subrogation against Lessee, its agents, representatives and employees.
- (e) So long as Lessee is not in default under this Lease, Lessee shall be entitled to peacefully possess, hold and enjoy the Leased Premises.

8. COMMON USE AREAS.

- (a) All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Lessor in or near the Fort Wayne Police Training Center, including employee parking areas, the driveway or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, comfort stations and other areas and improvements, except parking areas restricted for Lessee, provided by Lessor for the general use, in common, of Lessee, its officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Lessor, subject to the provisions hereinafter set forth; and Lessor shall have the right, from time to time, to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this paragraph. Lessor shall construct, maintain and operate lighting facilities on all said areas and improvements; police the same; keep the same reasonably free from ice, snow, debris and other obstructions, and shall have the right to restrict parking by Lessee, its officers, agents and employees to employee parking areas, to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as Lessor shall, in its sole discretion, using good business judgment, determine to be advisable for the improvements, convenience and the use thereof by Lessee, its officers, agents, employees and customers. Lessor will operate and maintain the common facilities referred to above in such manner as shall be reasonably calculated to facilitate the effective and convenient operation by Lessee and other Lessees of their respective businesses; and for this purpose, Lessor will notify Lessee of any and all proposed rules, regulations and maintenance or revisions thereof. All common areas and facilities not within the Leased premises, which Lessee may be permitted to use and occupy, are to be used and occupied under an irrevocable license during the term of this Lease and all renewals and extensions thereof, and if the amount of such areas be diminished, Lessor shall not be subject to any liability nor shall Lessee be entitled to any compensation or diminution or abatement of rent, nor shall diminution of such areas be deemed constructive or actual eviction.
- (b) The parking areas, driveways and loading and unloading areas shall be paved and parking spaces shall be marked thereon. Lessor shall erect signs to control the use of the paved parking area and driveways for the purpose of limiting parking time as necessary and for the purpose of directing the flow of traffic.

9. COST OF MAINTENANCE OF COMMON USE AREAS.

- (a) In each Lease year, subject to the approval of the United States Department of Education, and subject to the availability of funds, Lessee shall pay to Lessor, in addition to the rentals specified in paragraph 3 hereof, as further additional rent, a proportion of the Fort Wayne Police Training Center's operating costs, hereinafter defined, based upon the ratio of the square feet of the Leased Premises to the total square feet of all the building space in the Fort Wayne Police Training Center, as per the final plans plan for the Fort Wayne Police Training Center, which the Leased Premises shall be a part thereof.
- (b) For the purpose of this section, the Fort Wayne Police Training Center's operating cost means the total cost and expense incurred in operating and maintaining the common facilities, hereinafter defined, actually used or available for use by Lessee and the employees, agents, servants, customers and other invitees of Lessee, excluding only items and expenses commonly known and designated as carrying charges, but specifically including, but not limited to, the cost of lighting, clean up, removal of snow, sweeping, striping, routine parking lot maintenance, trash, rubbish, garbage and other refuse and the cost of personnel to implement such services. "Common facilities" means all areas, space, equipment and special services provided by Lessor for the common or joint use and benefit of the occupants of the Fort Wayne Police Training Center, their employees, agents, servants, customers and other invitees, including, without limitation, parking areas, entryways, driveways, truck serviceways and pedestrian sidewalks.



- (c) From time to time during each Lease year, Lessor shall compute the actual amount of Lessee's share of the additional rent provided to be paid in this paragraph. Payment shall be made upon demand. The amount due shall be payable as part of the monthly fixed rent next falling due after such demand, subject to the approval of the United States Department of Education and subject to the availability of funds.

10. CONDEMNATION. In the event the Leased Premises are wholly condemned by any governmental authority, then this Lease may, at the option of either party, be forthwith terminated by notice to the other party. In the event the Leased Premises, or another part of the Fort Wayne Police Training Center, shall be partially condemned, reducing the square footage of the Leased Premises to less than 80 percent of the current square footage thereof (exterior measurements) and/or reducing the square footage of the parking and driveway area of the original Fort Wayne Police Training Center to less than 80 percent of the current square footage thereof, the Lessee shall have the option of terminating this Lease or electing to remain in that portion of the Leased Premises which has not been so taken; but, if any portion of the Leased Premises has been partially condemned, the rent shall be reduced proportionately on the basis of the proportion which the gross floor area of the condemned portion of the Leased Premises bears to the total gross floor area of the Leased Premises before condemnation. In the event of such partial condemnation, no provision of the Lease shall be considered as a bar to, or waiver of, any claim of Lessee against the condemning authority for damages resulting from such partial condemnation.

11. CASUALTY DAMAGE.

- (a) In the event the Leased Premises shall be damaged by fire, explosion, windstorm or any other casualty, and there is not an equivalent amount of damage or destruction to the remaining buildings in the Fort Wayne Police Training Center, Lessor shall repair such damage and put the Leased Premises in as good condition as existed prior to such damage as rapidly as reasonably possible and Lessee shall be entitled to an equitable abatement of the rent until such damage has been repaired.
- (b) In the event the Leased Premise shall be damaged or destroyed by fire, explosion, windstorm or any other casualty to the extent that more than 50 percent of the Leased Premises shall have been destroyed and there shall be an equivalent amount of damage or destruction of the remaining buildings in the Fort Wayne Police Training Center, Lessor shall be under no obligation to rebuild, and this Lease may be cancelled by it at any time by notice, in writing, within 30 days after the date of such loss.
- (c) In the event that more than 50 percent of the then value of the other buildings in the Fort Wayne Police Training Center shall be destroyed by fire, explosion, windstorm or any other casualty and Lessor shall not elect to repair that damage, then Lessee, even though there shall be no damage to the Leased Premises, shall have the right, within 30 days after the date of such loss, to give written notice of the termination of this Lease.
- (d) Notwithstanding any other provisions of this paragraph 10, if, during this Lease term or any renewal or extension hereof, the extent of the damage from a casualty loss shall equal or exceed 50 percent of the then value of the Leased Premises, Lessor may, at its election, upon written notice to Lessee given within 30 days after such damage, terminate this Lease as of the date of such damage.

12. LESSEE'S DEFAULT.

- (a) Time is of the essence.
- (b) A default by Lessee will have occurred under this Lease if Lessee:
  - (1) Lessee defaults in the performance of any other term or condition hereof and such default is not cured within 30 days after written notice from

Lessor, setting forth the nature of such default, or

- (c) Immediately upon the happening of any such event and without any entry or other act by Lessor, this Lease shall expire, ipso facto, cease and terminate with the same force and effect as if the date of the happening of any such event were the date herein fixed for the expiration of the term of the Leased Premises and Lessee waives any demand or notice to quit possession, or any demand for the payment of rent, or for the performance of any of the covenants herein.
- (d) It is further agreed that, in the event of the termination of this Lease by the happening of any such event, Lessor shall forthwith, upon such termination, and notwithstanding any other provisions of this Lease to the contrary, become entitled to recover, subject to the approval of the United States Department of Education, normal common law breach of contract damages.
- (e) In addition to any remedies given Lessor by any provisions of this Lease, Lessor shall be entitled, to the extent permitted by law, to injunctive relief in the case of any violation, or attempted or threatened violation, of any of the covenants, agreements or provisions of this Lease.

13. LESSOR'S DEFAULT. Lessor shall not be in default in the performance of any of its obligations under this Lease, unless and until it shall have failed to perform any such obligations within 30 days after Lessee has given Lessor written notice specifying the obligation Lessor has failed to perform.

14. ENVIRONMENTAL CLEANUP. Lessee shall be responsible for environmental remediation arising from its own acts or omissions while occupying the property where the need for such remediation is demonstrated to have arisen from acts and omissions of Lessee

15. HOLDOVER. Should Lessee remain in possession of the Leased Premises with the consent of Lessor after the termination of the term herein granted, then the tenancy thereby created shall be a tenancy from month to month, but otherwise subject to all of the terms and provisions of this Lease, and the rental under such monthly tenancy shall be the amount per month required to be paid under the terms of this Lease.

16. NON-WAIVER PROVISION. The failure or omission of Lessor to declare this Lease terminated because of a default of Lessee in the performance of any of its covenants or warranties herein contained shall not operate to bar, abridge or destroy the right of Lessor to estop Lessor to declare this Lease terminated upon any subsequent forfeiture or cause of forfeiture of this Lease by Lessee.

17. NOTICE. When any notice is required or permitted by this Lease, it may be given either in person or by written notice, mailed by certified mail, return receipt requested, to the proper party at the address shown below, or at such other address as may be designated by written notice hereunder.

Lessor: Board of Public Works  
City County Building  
One East Main Street  
Fort Wayne, IN 46802

Lessee: COMMARFORRES  
ATTN: B. O. S.  
4400 DAUPHINE STREET  
NEW ORLEANS, LA 70146-5400

18. RELATIONSHIP OF THE PARTIES. This Lease is intended by the parties to create only the relationship of Lessor and Lessee between them. It is not intended and shall not



be construed to give any right to any third party or to create the relationship of principal and agent or to create a partnership, joint venture or other association between Lessor and Lessee.

19. SAVINGS CLAUSE. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

20. SUCCESSORS AND ASSIGNS. This Lease, and each and every right and obligation under it, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

21. TRANSFER OF LESSOR'S INTEREST. In the event of any transfer of Lessor's interest in the premises, the transferor shall be relieved of any and all obligations and liabilities on the part of Lessor accruing from and after the date of such transfer.

22. DELAYS. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Lessee from prompt payment of rent, additional rent or any other payments required by the terms of this Lease.

23. COVENANT AGAINST CONTINGENT FEES. Lessee warrants that no person or agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, Government shall have the right to annul this lease without liability or in its discretion to require Lessee to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

24. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this lease or to any benefit to arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

25. DISPUTES.

25.1 Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601 613), as amended (Act), all disputes arising under or relating to this Lease shall be resolved under this Paragraph 25 and the provisions of the Act.

25.2 Claim, as used in this Paragraph 25 means a written demand or written assertion by Lessor or Government seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Lease terms, or other relief arising under, or relating to, this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that

can be resolved under a Lease clause that provides for the relief sought by Lessor. However, a written demand or written assertion by Lessor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by Subparagraph 25.3(b). The routine request for rental payment that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by complying with the submission and certification requirements of this Paragraph 25, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

25.3 (a) A claim by Lessor shall be made in writing and submitted within six (6) years after accrual of the claim. Such submission shall be made to the Commanding Officer, Southern Division, Naval Facilities Engineering Command, for a written decision. A claim by Government against Lessor shall be subject to a written decision by the Commanding Officer, Southern Division, Naval Facilities Engineering Command.

- (b) Lessor shall provide the following certification when submitting any claim
  - (1) Exceeding \$100,000, or
  - (2) Regardless of the amount claimed, when using:
    - (a) Arbitration conducted pursuant to 5 U.S.C. § 575-580; or
    - (b) Any other alternative means of dispute resolution (ADR) technique authorized by law or regulation:

I certify that the claim is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which Lessor believes Government is liable; and that I am duly authorized to certify the claim on behalf of Lessor.

(c) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of the claim.

25.4 The certification may be executed by a person duly authorized to bind Lessor with respect to the claim.

25.5 For Lessor claims of \$100,000 or less, the Commanding Officer, Southern Division, Naval Facilities Engineering Command, must, if requested in writing by Lessor, render a decision within sixty (60) days of the request. For Lessor-certified claims over \$100,000, the Commanding Officer, Southern Division, Naval Facilities Engineering Command, must, within sixty (60) days, decide the claim or notify Lessor of the date by which the decision will be made.

25.6 The Commanding Officer, Southern Division, Naval Facilities Engineering Command decision shall be final, unless Lessor appeals or files a suit as provided in the Act.

25.7 At the time a claim by Lessor is submitted to the Commanding Officer, Southern Division, Naval Facilities Engineering Command, or a claim by Government is presented to Lessor, the parties, by mutual consent, may agree to use any alternative means of dispute resolution authorized by law or regulation. When using arbitration conducted pursuant to 5 U.S.C. § 575-580 or when using any other ADR techniques authorized by law or regulation, any claim, regardless of amount, shall be accompanied by the certification described in Subparagraph 25.3(b) and executed in accordance with Paragraph 25.4.

25.8 Government shall pay interest on the amount found due and unpaid by



Government from (1) the date the Commanding Officer, Southern Division, Naval Facilities Engineering Command received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR § 33.201, interest shall be paid from the date that the Commanding Officer, Southern Division, Naval Facilities Engineering Command initially receives the claim. Simple interest on claims shall be paid at the rate fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the Commanding Officer, Southern Division, Naval Facilities Engineering Command receives the claim and then at the rate applicable for each six (6) month period as fixed by the Treasury Secretary during the pendency of the claim. ~~Rental amounts due to Government by Lessee will have interest and penalties as set out in Paragraph 3, if any.~~ *7-6-97*

*Lessor 1-6-97*  
25.9 Lessee shall proceed diligently with the performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Commanding Officer, Southern Division, Naval Facilities Engineering Command.

25.10 In the event it is determined that the Act is not effective or applicable to the transactions contemplated by this Lease, disputes arising under or relating to this Lease shall be resolved in accordance with an ADR technique approved by Government, *Lessor 1-6-97* Lessee and any sublessee. If no ADR technique has been approved, then such disputes shall be resolved in accordance with applicable law in courts having proper jurisdiction.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed effective on the day and year first set forth above.

LESSOR: City of Fort Wayne

By: *Paul Helmke*  
Paul Helmke, Mayor

Attest: *Sandra Kennedy*  
Sandra Kennedy, Clerk

LESSEE: UNITED STATES OF AMERICA  
DEPARTMENT OF THE NAVY

*C.R. [Signature]*  
Real Estate Contracting Officer

DATE: *1-6-97*

Witness

DATE: \_\_\_\_\_

BOARD OF WORKS

By: *Linda Buskirk*  
Linda Buskirk, Director

*C. James Owen*  
C. James Owen, Member

*Terrance P. McCaffrey*  
Terrance P. McCaffrey, Member  
*12-11-96*

Secretary of Education

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF ALLEN )

Before me, a Notary Public, in and for said County and State this *13* day of *Dec.*, 1996, personally appeared \* as of ., and acknowledged the \*Paul Helmke, Mayor, Sandra Kennedy, Clerk, Linda Buskirk, C. James Owen & Terrance P. McCaffrey, Members, Board of Public Works, City of Fort Wayne, IN

execution of the foregoing Lease Agreement to be its voluntary act and deed.

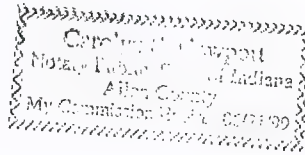
Witness my hand and Notarial Seal.

(SEAL)

My Commission Expires:

6-21-99

Carolyn S. Newport  
\_\_\_\_\_, Notary Public  
A Resident of Allen County, IN



STATE OF INDIANA )  
                                  )SS:  
COUNTY OF ALLEN )

Before me, a Notary Public, in and for said County and State this \_\_\_\_\_ day of 1995,  
personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing Lease Agreement to  
be her voluntary act and deed.

Witness my hand and Notarial Seal.

(SEAL)

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_, Notary Public  
A Resident of Allen County, IN

Prepared by R. David Boyer, Attorney at Law, 300 Metro Building Fort Wayne, Indiana 46802.

F:\RDB\CITUSMC.LSE



EXHIBIT A - BUILDING PLAN

NO	DESCRIPTION	USER	AREA
1	IRIGATOR - ACT. DUTY ABNORMAL.	M	74B
2	ET. SHORT	M	74B
3	SUPPLY - ACT. DUTY ABNORMAL.	M	215
4	MEDICAL OFFICE	M	170
5	MEDICAL OFFICE	M	264
6	ACTIVE DUTY ABNORMAL	M	436
7	ACTIVE DUTY ABNORMAL (E.T.)	M	732
9	ACTIVE DUTY ABNORMAL.	M	744
9	STORAGE	M	744
10	STORAGE CLOSET	T	155
11	HEAD - MILE	T	740
12	STORAGE - MILE	T	244
13	LOCKER - MILE	T	239
14	LOCKER - MILE	M	172
15	HEAD - MILE	T	65
16	ACTIVE DUTY ABNORMAL	M	741
17	ARMORY	M	490
18	ACTIVE DUTY ABNORMAL/RECEIVED	M	98
19	ACTIVE DUTY ABNORMAL	N	236
20	ACTIVE DUTY ABNORMAL	N	462
21	ACTIVE DUTY ABNORMAL	N	64
22	ACTIVE DUTY ABNORMAL	N	220
23	ACTIVE DUTY ABNORMAL (C.M.I.C.)	N	204
24	RECEIVED	N	108
25	RECEIVED	N	142
26	RECEIVED	N	110
27	HEAD (C.O.)	N	187
28	HEAD (C.O.)	A	54
29	HEAD - Female	T	54
30	ACTIVE DUTY ABNORMAL	N	108
31	DS. OFFICE	N	92
32	DS. OFFICE	N	146
33	DS. OFFICE	N	137
34	DS. OFFICE	T	323
35	DS. OFFICE	N	10
36	DS. OFFICE	N	301
37	DS. OFFICE	N	244
38	DS. OFFICE	N	306
39	DS. OFFICE	N	50
40	DS. OFFICE	N	36
41	DS. OFFICE	N	105
42	DS. OFFICE	N	80
43	DS. OFFICE	N	343
44	DS. OFFICE	N	94
45	DS. OFFICE	N	744
46	DS. OFFICE	T	251
47	DS. OFFICE	N	744
48	DS. OFFICE	N	365
49	DS. OFFICE	T	444
50	DS. OFFICE	N	181
51	DS. OFFICE	T	332
52	DS. OFFICE	N	242

NO.	DESCRIPTION	USER	AREA
52	ACT. DUTY Admin. (G.O.)	N	396
53	CONFERENCE Room	N	352
54	ACT DUTY Admin. " "	N	749
55	ACT MINORAL OFFICE	N	737
56	LABORATORY TABLE COURSE	N	434
57	CLASS ROOM	N	749
58	ACT. DUTY - (Supply)	N	176
59	CLASSROOM	N	427
60	CLASSROOM	N	379
61	CLASSROOM	N	427
62	CLASSROOM	N	379
63	UNIT Admin. (C.R.)	N	991
64	STORAGE - SHIP	N	374
65	COMPANTRY SHIP	N	749
66	HEAD - FRONT	T	724
67	SHOON, SHIRT	T	72
68	HEAD - 2nd CACTS	N	749
69	UNITAL 2nd CACTS - STORAGE	N	75
70	CHEM LABORATORY	T	1019
71	STORAGE	N	1187
72	STORAGE	N	1198
73	LABORATORY ROOM	T	135
74	LABORATORY	N	766
75	LABORATORY STORAGE	T	135
76	WELL DECK	T	4752
77			
78			
79			
80	STORAGE FACILITIES	N	1575
81	WME	N	330
82	WME	N	714
83	STORAGE	N	60
84	STORAGE	N	136
85	STORAGE	N	60
86	HEAD - WHITE	M	25
87	WME	N	256
88	WME	N	1572
89	LABORATORY	N	762
90	LABORATORY	N	535
91	STORAGE	N	252

NO.	DESCRIPTION	USER	AREA
101	CLASSROOM, CNCL	N	39h
102	CLASSROOM - WEAPONS	N	11h
103	DISPOS. DIST. OF OVERSEAS - 97h	2 DOC	214
104	HEAD - French	J	224
105	CLASSROOM, ENGINEERING	N	11h
106	VIETNAM VETERAN	VVA	993
107	TRAINING MODEL OF CONSTRUCTION	IDOC	1100
108	" " "	IDOC	130
109	TRAINING MODEL OF CONSTRUCTION	IDOC	140
110	3rd CLASS ROOM	J	1174
111	MECHANICS	J	430
300	MAN OFFICE (incl. 1100 CNCL)	N	235
301	CHAPLAIN'S OFFICE	N	150

BPEL ACTIVITY DATA	
DATE OF CONSTRUCTION	1932
DATE OF ADDH/RENOV	1937
OWNERSHIP	NAVY
HOST	ARMY
LEASE (TO NAVY)	N/A
NUMBER	24
ANNUAL COST	N/A
RENEWAL DATE	N/A
EXPIRATION DATE (ANNUAL)	1940
TENANTS	ARMY, DEPT. OF COMMERCE, VETERAN AFFAIRS, ARMY SEA CORP.
GROSS AREA (SF)	15,000
NET AREA SPACE TOTAL (SF)	46,777
JOINT USE	13,360
NAVY EXCL. USE	17,747
ARMY EXCL. USE	13,034
ARMY - DEPT. OF COMMERCE	1,110
VETERAN AFFAIRS	913
ARMY SEA CORP.	713

SYMBOL		DESCRIPTION		BY	DATE	APPROVAL
		REVISIONS				
FROM DRAWING NO.		NAVAL REEFERIE READINESS COMMAND RECON THIRTEEN FACILITIES PLANNING AND MAINTENANCE NAVAL BASE, NAVMARCORPSECON GREAT LAKES, ILLINOIS FORT WAYNE, IN				
COPIED FROM		SPACE ALLOCATION ROOM SCHEDULE				
DRAWING: 7-33						
CHECKED:						
APPROVED:		DATE:	SCALE:			
.. .		9/4/94	SHEET 7 OF 7			
05 AUG 1991						

STORAGE

HEAD MALE

80

81

82

83

84

85

86

87

88

89

90

V/M F

GARAGE

GARAGE DOORS

NAVY

MATERIALS STORAGE ROOM

1018 P

3000 P

MATCH LINE B

FIRST FLOOR PLAN

AREA 3

The floor plan shows the 1st floor of a building with the following rooms and features:

- TRANSPORTATION** (Room 8): 794 sq ft.
- ADMIN.** (Room 9): 794 sq ft.
- MAINE ADMIN.** (Room 14): 794 sq ft.
- MAINT.** (Room 10): 100 sq ft.
- MALE SHOWERS** (Room 12): 285 sq ft.
- REST.** (Room 11): 285 sq ft.
- ACT. DUTY ADMIN.** (Room 6): 794 sq ft.
- MAINE CO.** (Room 7): 294 sq ft.
- ACTIVE DUTY ADMIN.** (Room 13): 294 sq ft.
- OFFICE** (Room 4): 100 sq ft.
- SUPPLY** (Room 3): 418 sq ft.
- ACT. DUTY ADMIN.** (Room 5): 285 sq ft.
- 1ST. SGT.** (Room 2): 794 sq ft.
- ETH SHOP** (Room 1): 794 sq ft.
- CONF. RM.** (Room 1): 794 sq ft.

A **MATCH LINE A** is indicated on the right side of the plan.

AREA 1

 $\Rightarrow Z$ [illegible]

KEY:

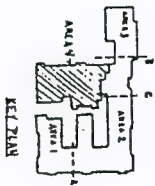
CHALKLINE ERECTOR (8')  
EY/BARRED WIRE TOP  
SLIDING GATE  
(IN HALLWAYS)

### KEY PLAN

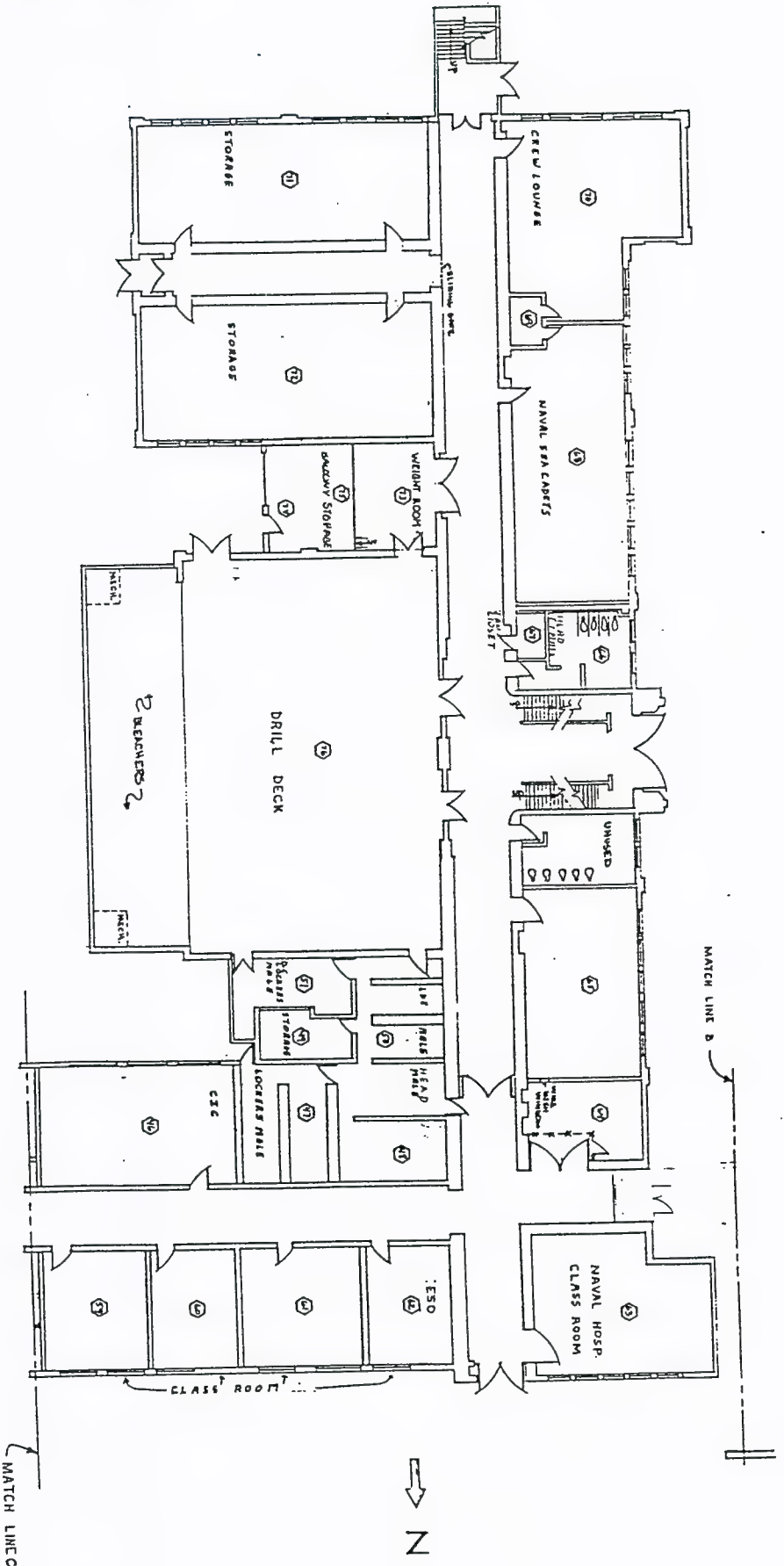




# EXHIBIT A - BUILDING PLAN



FIRST FLOOR PLAN AREA 4



SYMBOL		DESCRIPTION		BY	DATE	APPROVAL
EPM DRAWING NO.		REVISIONS				
NAVAL RESERVE READINESS COMMAND REGION TWENTY		FACILITIES PLANNING AND MAINTENANCE				
NAVAL BASE		NAVMARCORSCEN				
COPIED FROM:		SPACE ALLOCATION				
DRAWN: DAI KURLAND						
CHECKED:						
APPROVED:						
DATE:		SCALE: 1/16" = 1'-0"		SHEET 3 OF 7		
05 JUL 1991						

Hand-drawn floor plan of the 1st floor of the White House. The plan shows a central corridor and several large rooms. Rooms are labeled with numbers in circles and names. A dashed line labeled 'MATCH LINE A' is shown on the left side.

Rooms and their numbers:

- 10: READING ROOM
- 11: READING ROOM
- 12: READING ROOM
- 13: READING ROOM
- 14: READING ROOM
- 15: READING ROOM
- 16: READING ROOM
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- 100: READING ROOM

PH-6-44242C-10 10000



## EXHIBIT B

### LEGAL DESCRIPTION

The South 1/2 of Subdivision numbered 4 of the East 1/2 of the Southeast 1/4 of Section No. 34, Township 31 North, Range 12 East in Allen County, Indiana as laid out by the Commissioners in the Partition suit of Ewing vs. Ewing et al in the Circuit Court of Allen County, Indiana in December 1863, according to the plat thereof, recorded in Deed Record 31, page 404, in the Office of the Recorder of said County.







## **Memorandum**

**To: The Members of the Common Council**

**From: Sandra Maldeney**  
**City Property Manager**

**Re: Lease Agreements--1903 St. Mary's Avenue**

**Date: April 10, 1997**

In March of 1994, City Council passed Resolution #R-06-94 which approved the transfer of a building (formerly known as the Naval Reserve Training Center located at 1903 St. Mary's Avenue) to the City of Fort Wayne. A Quitclaim Deed to this property from the Department of Education will be signed by the Mayor and recorded.

The following City departments will be located in this building:

Police Academy  
Fire Academy  
Fire Prevention Bureau  
Weights and Measures  
Student Police  
Police Chaplain

in addition to the two (2) lessees that have been listed below.

Attached for your approval are two (2) lease agreements to be introduced on April 22, 1997-- one for the Department of Natural Resources and another for the United States Marine Corps.

A. The Dept. Of Natural Resources will occupy an area of approximately 2,104 sf. Total payments of \$8,416.32 will be collected over 48 months at \$175.34 per month. This calculates to \$1.00 psf which was originally agreed upon with the Department of Education for this leased space. The term of the DNR lease shall be from July 2, 1996 through June 30, 2000 with an option to renew for one additional period of four (4) years.

B. The United States Marine Corps will occupy an area of approximately 12,568 sf. Total payments of \$62,840.00 payable over 60 months at \$1,047.33 per month. This again calculates to \$1.00 psf under the same scenario as above. The term of the USMC lease shall be from July 1, 1996 through June 30, 2001 with an option for one additional period of five (5) years.



**As further additional rent, each lessee will participate in the Training Center's total operating costs based upon the ratio of the square feet of the leased premises to the total square feet of all the building space. The DNR will occupy approximately 4.5% and the USMC will occupy approximately 27% of the total square feet in the building.**

**1996 Operating costs in the building were \$51,572.71 which included all utilities, mowing services, snow removal services, and HVAC maintenance and repairs. This is approximately \$1.10 psf. based on 46,777 sf of building area. Police and Fire Administration will equally share in the expenses of the building and the two leases will help to defray the operating expenses.**

**It is our plan to begin some capital improvements in the building which will include Window replacements, brick tuckpointing, some roof flashing repairs, etc. We have approximately \$250,000.00 in the Public Safety Bond for those improvements. With these improvements, we should realize some saving in the present utility costs.**

**I will be in attendance at Council meeting on April 29 for discussion and any questions you may have.**

**cc: Paul Helmke  
Greg Purcell  
Kathy Friend**

**DIGEST SHEET**

**TITLE OF ORDINANCE RESOLUTION** \_\_\_\_\_

**DEPARTMENT REQUESTING ORDINANCE PROPERTY MANAGER**

**SYNOPSIS OF ORDINANCE APPROVES FOLLOWING LEASES AT THE FORT WAYNE**  
**POLICE ACADEMY:**

1. DEPARTMENT OF NATURAL RESOURCES - 2,104 SF. - 48 MONTHS - \$175.34 PER  
MONTH;
  2. THE UNITED STATES MARINE CORPS - 12,568 SF. - 60 MONTHS - \$1,047.33 PER  
MONTH.
- \_\_\_\_\_

**EFFECT OF PASSAGE LEASES ARE APPROVED** \_\_\_\_\_

**EFFECT OF NON-PASSAGE LEASES ARE NOT APPROVED** \_\_\_\_\_

**MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS)**

**ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_**

BILL NO. R-97-04-14

REPORT OF THE COMMITTEE ON FINANCE

JOHN N. CRAWFORD - DONALD J. SCHMIDT - CO-CHAIR  
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM  
WAS REFERRED AN (~~ORDINANCE~~) (RESOLUTION) approving certain  
lease agreements at the Fort Wayne Police Academy (1903 St. Mary's  
Avenue)

HAVE HAD SAID (~~ORDINANCE~~) (RESOLUTION) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(~~ORDINANCE~~) (RESOLUTION) \_\_\_\_\_

DO PASS

DO NOT PASS

ABSTAIN

NO REC

<u>Thomas D. Hayburn</u>	_____	_____	_____
<u>William A. Bunch</u>	_____	_____	_____
<u>Julio Jones</u>	_____	_____	_____
<u>Elgee Davine</u>	_____	_____	_____
<u>Debra Hill</u>	_____	_____	_____
<u>Thomas F. Henry</u>	_____	_____	_____
<u>Clitus R. Edwards</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATED:

5-13-97.

Sandra E. Kennedy  
City Clerk